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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

FEB 08 2000

IN RE:

TERRY ALAN JENKINS,

Debtor.

TIMOTHY R. WALBRIDGE, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

Case No. 99-01223-M  
Chapter 13

CAROLYN JENKINS,

Plaintiff,

v.

TERRY ALAN JENKINS,

Defendant.

Adv. Proc. No. 99-0149-M

**JUDGMENT**

THIS MATTER came before the Court for trial on November 4, 1999. Plaintiff Carolyn Jenkins appeared personally and through her attorney, Richard T. Garren. Defendant Terry Alan Jenkins appeared personally and through his attorney, Mark A. Craige. The Court received evidence and heard argument from the parties. The Court also considered the facts stipulated to by the parties in the Pre-Trial Order filed in this action on October 26, 1999. The issues having been duly considered and a decision having been duly rendered, for the reasons set forth in the Memorandum Opinion filed concurrently herewith,

IT IS HEREBY ORDERED that the following obligations owed by Terry Alan Jenkins, Defendant, to Carolyn Jenkins, Plaintiff, contained in the Decree of Divorce entered in Case No. FD-96-03353 in the District Court in and for Tulsa County, Oklahoma are not discharged in the Chapter 7 bankruptcy case of Terry Alan Jenkins, Case No. 99-01223-M:

17

- A. To maintain insurance on the 1994 Ford Contour automobile for a period of five (5) years.
- B. To assume and pay the following debts and hold Plaintiff harmless from all liability for said obligations, including all attorney fees and costs incurred in defense of creditor's suits:
- (1) All marital debts with the exception of those debts specifically awarded to Carolyn Jenkins;
  - (2) All of the utilities and the rent on Plaintiff's residence for a period of three (3) years commencing from the date Plaintiff moves from the marital residence. Provided, the rent shall not exceed \$1,000.00 per month.
  - (3) All outstanding debts on credit cards with the exception of those specifically awarded to Carolyn Jenkins.
  - (4) The Plaintiff's American Express credit card for expenses incurred monthly in an amount not to exceed \$1,500.00 per month for a period not to exceed three (3) years from the date the Decree of Divorce is granted;
  - (5) To maintain medical and dental insurance equal to the current benefits until the death or remarriage of Plaintiff.
  - (6) The life insurance premiums on the current life insurance policy and current amount (Northwestern National Life, Policy #2223638) insuring debtor and listing Plaintiff as beneficiary unless otherwise agreed upon by the parties.
- C. To pay support alimony to the Plaintiff in the total amount of Seven Hundred Eighty One Thousand and Two Hundred Dollars (\$781,200.00) payable as follows: Two Hundred Dollars per week commencing the date the Decree of Divorce is granted and on each Monday of each week thereafter for a period of thirty six (36) months. Thereafter, Debtor shall pay Two Thousand Five Hundred Dollars (\$2,500.00) per month commencing thirty six (36) months from the

date of this Decree for a period of twenty five (25) years until paid in full. Said alimony payments shall terminate upon the death of either party, remarriage of Plaintiff, upon Plaintiff receiving a combined amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) from the two lawsuits pending in Creek County, State of Oklahoma, Case Numbers C-89-383 and CJ 94-4 or as otherwise provided by law.

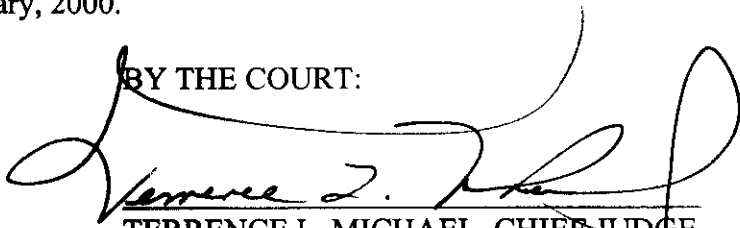
IT IS FURTHER ORDERED that any obligation of Terry Alan Jenkins, Defendant, to pay all outstanding and future veterinarian bills incurred by Carolyn Jenkins, Plaintiff, be, and the same hereby is, discharged in the Chapter 7 bankruptcy case of Terry Alan Jenkins, Case No. 99-01223-M.

IT IS FURTHER ORDERED that the Second Count of Plaintiff's Complaint herein, alleging a cause of action under § 523(a)(4), be, and the same hereby is, dismissed with prejudice.

IT IS FURTHER ORDERED that the Third Count of Plaintiff's Complaint herein, alleging that Carolyn Jenkins, Plaintiff, is entitled to treatment as a priority creditor in this case with respect to the Tax Payments (as that term is defined in the Memorandum Opinion), be, and the same hereby is, dismissed with prejudice.

Dated this 8th day of February, 2000.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Terrence L. Michael", is written over a horizontal line.

TERRENCE L. MICHAEL, CHIEF JUDGE  
UNITED STATES BANKRUPTCY COURT

cc: Richard Garren  
Mark Craige  
Katherine Vance